

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 30	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-1236			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004OCT05		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN AMSTA-AQ-ATAD MEGAN PIAR (586)574-8293 WARREN, MICHIGAN 48397-5000 EMAIL: PIARM@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302 SCD: A PAS: NONE ADP PT: HQ0337			CODE S3605A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR FYDA FREIGHTLINER, INC 1250 WALCUTT RD. COLUMBUS, IN. 43228-9349 NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.			CODE 1B791		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
PURCHASE		X		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation DAAE0703QS223, Dated _____, furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA PAMELA L. GROZDON /SIGNED/ GROZDONP@TACOM.ARMY.MIL (586)574-8552 BY: CONTRACTING/ORDERING OFFICER					25. TOTAL \$2,295.00	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SUPPLEMENTAL INFORMATION

NOTE:

THE CONTRACTOR, FYDA FREIGHTLINER COLUMBUS INC IS SUPPLYING THE FOLLOWING MANUFACTURERS' PART NUMBER STATED BELOW:

(A) FREIGHTLINER CORP. PART NUMBER A06-18148-000 WITH CAGE CODE 64678

\*\*\* END OF NARRATIVE A 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2004
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)  
If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Clause]

3	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

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[End of Clause]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 6150-01-355-3121 FSCM: 64678 PART NR: A06-18148-000 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: WIRING HARNESS,BRAN PRON: EH386679EH    PRON AMD: 02    ACRN: AA AMS CD: 060011  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: A06-18148-000  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING (C/C) UNIT PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                      SUPPL <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u> 001   W56HZV30861933   W25G1U    J                      2 <u>DEL REL CD              QUANTITY              DAYS AFTER AWARD</u> 002                      18                      0120  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U)    XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND              PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1236/0000	18	EA	\$ 127.50000	\$ 2,295.00
0002	FSCM: 64678 PART NR: FREIGHTLINER A06-18148-000 SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor: FYDA FREIGHTLINER, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>100% OPTION CLIN</u></p> <p>NOUN: WIRING HARNESS</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: A06-18148-000</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING (C/C) UNIT PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 002 18 0120</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR</p>	18	EA	\$ 127.50000	\$ 2,295.00

Name of Offeror or Contractor: FYDA FREIGHTLINER, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1236/0000				

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PACKAGING AND MARKING

4	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

DELIVERIES OR PERFORMANCE

5	52.247-29	F.O.B. ORIGIN	JUN/1988
6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
8	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

9	52.242-4009 (TACOM)	ACCELERATED DELIVERY--NOTICE OF SHIPMENT	FEB/1998
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(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

Name of Offeror or Contractor: FYDA FREIGHTLINER, INC

CONTRACT ADMINISTRATION DATA

PRON/										JOB				
LINE	AMS	CD/	OBLG							ORDER	ACCOUNTING		OBLIGATED	
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>			
0001AA	EH386679EH	AA	2	97	X4930AC9D	6D	26KB	S20113		W56HZV	\$	2,295.00		
060011														
												TOTAL	\$	2,295.00
SERVICE										ACCOUNTING		OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>	<u>AMOUNT</u>			
Army	AA		97	X4930AC9D	6D	26KB	S20113			W56HZV	\$	2,295.00		
												TOTAL	\$	2,295.00



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SPECIAL CONTRACT REQUIREMENTS

10                    252.217-7026                    IDENTIFICATION OF SOURCES OF SUPPLY                    NOV/1995

(a)    The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b)    The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial		Source of Supply		Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>		<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>			
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1)    List each item of supply and item of technical data.
- (2)    If there is no national stock number, list "none."
- (3)    Use Y if the item is a commercial item; otherwise use N.    If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4)    For items of supply, list all sources.    For technical data, list the source.
- (5)    For items of supply, list each source's part number for the item.
- (6)    Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

CONTRACT CLAUSES

11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
12	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
13	52.223-6	DRUG FREE WORKPLACE	MAY/2001
14	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
15	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
16	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
17	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
18	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
19	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
20	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
21	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
22	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
23	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
24	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
25	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
26	252.246-7001	WARRANTY OF DATA	DEC/1991
27	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002)	MAY/2004

- (a)
- (1)    The North American Industry Classification System (NAICS) code for this acquisition is 336211.
  - (2)    The small business size standard is 1000.
  - (3)    The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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(b) Representations.

(1) The offeror represents as part of its offer that it [XX] is, [ ] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [XX]is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [XX]is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [XX]is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [XX]is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ ] is, [XX] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [XX] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

28	52.204-4006	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED	MAY/2000
	(TACOM)	ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is ORIGIN.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

29	52.211-4015	CONFIGURATION CONTROL--ENGINEERING CHANGES	APR/2004
	(TACOM)		

(a) DEFINITIONS:

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(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
  - (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
    - (A) In deliverable end item quantities only;
    - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
    - (C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (MR. JAMIE YOUNG, 586 573-2605).

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

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(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (-2-) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

30	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

31	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	APR/1997
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(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 40 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at

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any time, but in any event not later than 180 days after AWARD. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

32            52.242-4022            DELIVERY SCHEDULE            MAY/2000  
                 (TACOM)

(a) The following delivery schedule applies to this procurement:

(1) See the Government's proposed schedule in Section B. Start deliveries 120 days after the date of award, or, N/A days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.

(2) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT

(3) Delivery is defined as follows:

- (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES 120 DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, N/A DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF 18 UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

33            52.246-4005            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            FEB/1995  
                 (TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

FYDA FREIGHTLINER INC  
1250 WALCUTT ROAD  
COLUMBUS, OHIO 43228-9349

[End of Clause]

34            52.203-5            COVENANT AGAINST CONTINGENT FEES            APR/1984

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government

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shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds himself or herself out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

35                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

(a) Definitions.

(1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\* TIN: 31-0789102.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of a Federal Government;

\* Other. State basis. \_\_\_\_\_

(e) Type of organization.

\* Sole proprietorship;

\* Partnership;

[XX] Corporate entity (not tax-exempt):

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- \* Corporate entity (tax-exempt):
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(f) Common Parent.

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- \* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

[End of Provision]

36            52.207-4            ECONOMIC PURCHASE QUANTITY -- SUPPLIES            AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATION

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

37            52.211-14            NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE            SEP/1990

Any contract awarded as a result of this solicitation will be a

- ☒ DX rated order;
- ☐ DO rated order

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.



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[End of Provision]

38                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    APR/1984

The offeror represents that

- (1) It [XX] has developed and has on file
- [ ] has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(2) It [XX] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

39                    52.223-9                    ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-                    AUG/2000  
DESIGNATED PRODUCTS (Altenate I dated August 2000)

(a) Definitions. As used in this clause-

(1) "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

(2) "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Name of Company, Firm, or Organization]

\_\_\_\_\_  
[Date]

[End of Certification]

(c) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Procurement Contracting Officer (PCO) identified on the face page of this contract.

[End of Clause]

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40 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box [ ], Fiber Box [XX], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: 3.5 inches (Length), 12 inches (Width), 15.5\_ inches (Height)  
= \_\_\_\_\_ Cubic FT;
- (iv) Number of items per outer container 01 Each;
- (v) Gross weight of outer container and contents 2.5 LBS
- (vi) Palletized/skidded [XX] Yes [ ] No;
- (vii) Number of outer containers per pallet/skid 18\_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides 55\_\_ LBS;
- (ix) Size of pallet/skid and contents 100 LBS Cube 2\_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar N/A
- (xi) Number of outer containers or pallets/skids per trailer \_\_\_\_\_ \*--  
Size of trailer \_\_\_\_\_  
Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation N/A\_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;N/A
- (iii) Item \_\_\_\_\_; N/A

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

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41                      252.225-7000                      BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      APR/2003

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)

[End of Provision]

42                      252.225-7036,                      BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM,                      JAN/2004  
ALT I                      Alternate I dated Jan 2004

(a) Definitions. As used in this clause-

(1) "Component" means an article, material, or supply incorporated directly into an end product.

(2) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.

(4) "Foreign end product" means an end product other than a domestic end product.

(5) "Free Trade Agreement country" means Canada, Chile, Mexico, or Singapore.

(6) "Canadian end product," means an article that-

(i) Is wholly the growth, product, or manufacture of Canada; or

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(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.

(9) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Canadian end product, the Contractor shall deliver a qualifying country end product, a Canadian end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

43 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS MAR/1998

(a) Definition. "Eligible end product," as used in this clause, means-

(1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;

(2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or

(3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.

(d) The Contractor warrants that-

(1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and

(2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not

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scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-

(1) Consign the shipments to the appropriate-

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information-

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)

(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMCN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.

(g) Preparation of customs forms.

(1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees-

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the

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shipment will be available for use by the District Director of Customs at the port of entry;

- (2) To consign the shipment as specified in paragraph (f) of this clause; and
- (3) To mark the exterior of all package as follows:
  - (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and
  - (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-
  - (1) Prime contractor's name, address, and CAGE code;
  - (2) Prime contract number, and delivery order number if applicable;
  - (3) Total dollar value of the prime contract or delivery order;
  - (4) Expiration date of the prime contract or delivery order;
  - (5) Foreign supplier's name and address;
  - (6) Number of the subcontract/purchase order for eligible end products;
  - (7) Total dollar value of the subcontract for eligible end products;
  - (8) Expiration date of the subcontract for eligible end products;
  - (9) List of items purchased;
  - (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
  - (11) The scheduled delivery date(s).

[End of Clause]

44            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)            MAY/2002

(a) Definitions. As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

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(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
  - (i) This contract is a construction contract; or
  - (ii) The supplies being transported are-
    - (A) Noncommercial items; or
    - (B) Commercial items that-
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
      - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
      - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;

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- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

45            52.204-4005            REQUIRED USE OF ELECTRONIC CONTRACTING            JUN/2004

46            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAY/2000  
(TACOM)

(a) If you have a company data fax number, please provide it on the following line:\_\_\_\_\_

614 - 851 - 0011

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:\_\_\_\_\_

GOB.SALES@FYDAFREIGHTLINER.COM

(c) Provide your CAGE (Contractor And Government Entity) code here: \_\_\_\_\_

1B791

[End of Provision]

47            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

48            52.211-4008            DRAWING LIMITATIONS            NOV/2002



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(TACOM)

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

49            52.211-4038            REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM            APR/1997  
(TACOM)

(a) Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM located below:

As the quoter, we hereby represent that:

- (1) On (date)\_\_\_\_\_ we manufactured and supplied to (approved manufacturer)\_\_\_\_\_ items to which we have assigned our part number \_\_\_\_\_.  
(Approved manufacturer) \_\_\_\_\_ then redesignated our item with their part number \_\_\_\_\_ without reworking or modifying our item in any way, and without rejecting more than \_\_\_\_\_% of the \_\_\_\_\_ total items we supplied them for failure to conform to specification.
- (2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.
- (3) We will supply items to the Government under our part number \_\_\_\_\_ that are identical to items supplied by (approved manufacturer) \_\_\_\_\_ under their part number \_\_\_\_\_.

(b) The drawings in the Technical Data Package for this requirement contain reference notes indicating one or more sources of supply that have previously furnished the items depicted on the drawings. Such notes also specify some sort of approval requirement, typically phrased in one of the following ways:

- (1) or equal

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- (2) or approved substantial equal
- (3) Ordnance Corps approval required
- (4) Ordnance Corps engineering approval required

(c) With the exceptions described in paragraph (d) below, and in the provision of this solicitation entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, the listing of sources of supply on drawings with such approval requirements means that only those listed sources may furnish the items depicted on such drawings. Thus, any offeror responding to this solicitation and not meeting the exception criteria set forth herein will be deemed to have agreed to furnish the contract item from a listed source.

(d)

(1) When the following conditions are met, the Government reserves the right to consider and accept an offer conditioned on a manufacturer's part number not cited in the Technical Data Package. In order to be eligible for such consideration, any firm offering a nonlisted part number must:

(i) have received, prior to receipt of this solicitation written TACOM approval of a test plan on its items, designed to demonstrate that the nonlisted part is physically, functionally, and mechanically interchangeable with the listed part number(s) cited herein;

(ii) indicate in its offer the date of the formal TACOM approval of the test plan, and the name and title of the approving official;

(iii) be in the process of having its nonlisted part number tested by an independent testing facility under the terms of the approved plan, or be awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and

(iv) have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering can be obtained without delay in the anticipated date of award.

(e) Any firm that cannot comply with conditions in paragraph (d)(1) above upon submission of its offer under this solicitation, but that believes one of its part numbers to be equivalent to the approved part number(s) cited in this solicitation, is invited to begin the qualification procedure to gain approval of such nonlisted part number for purposes of future acquisition action. Please see the provision entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere in this Request for Quotation.

[End of Provision]

50	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
51	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	FEB/1994

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

52	52.213-4010 (TACOM)	ADDITIONAL GENERAL CLAUSES	FEB/1997
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The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

- (1) CHANGES-FIXED-PRICE (AUG 1987)  
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

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- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT  
52.249-1

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE  
52.249-8

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

53      52.213-4859      ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR  
(TACOM)      QUOTATIONS (TACOM)

SEP/2004

(a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.

(4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@taacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

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Note: Self-extracting compressed files are unacceptable. Compressed files or zip files are not acceptable.

(b) Acceptable media: 3 1/2 inch disk, 700 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.

(1) 3 1/2 INCH DISK, or 700 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).

(2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via disk AND e-mail.

(c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(d) Electronic quotations should include, as a minimum:

(1) The SF18 cover sheet filled out, or equivalent information.

(2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.

(3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.

(4) Any other information required by the Request for Quotations.

(e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

54	52.214-4003 (TACOM)	ALL OR NONE	JUN/1985
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Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

55	52.215-4404 (TACOM)	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

56            52.217-4003            EVALUATION OF INCOMPLETE OPTION PRICING            MAY/2000  
(TACOM)

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

57            52.239-4001            YEAR 2000 (Y2K) COMPLIANCE            MAY/1999  
(TACOM)

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.
- c. If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.

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58            52.246-4005            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            FEB/1995  
(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: \_\_\_\_\_  
(Name and Address)

Subcontractor's Plant: A TO Z PACKAGING, 1223 HARMON AVENUE, COLUMBUS, OHIO  
43223 \_\_\_\_\_  
(Name and Address)

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[End of Clause]

59            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            JAN/2002  
                  (TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

60            52.247-4015            EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN)            MAR/2002  
                  (TACOM)

(a) We will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the same manner as we calculated the cost for the basic quantity.

(b) Where only one basic quantity destination is identified, we will base our evalaution of transportation costs for the option quantity to that destination. Where two or more basic quantity destinations are identified, we will evalaute the option using the same ratio as the basic quantity.

[End of Provision]

61            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS            JUL/2002  
                  (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]